

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA7	<b>Page</b> 1 <b>of</b> 79
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W15P7T-04-R-A606		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b>	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCA-RT-F FORT MONMOUTH, NJ 07703-5008			<b>Code</b> W15P7T	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION**

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (hour) local time \_\_\_\_\_ (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> CATHERINE CONNOLLY <b>E-mail address:</b> CATHERINE.CONNOLLY@MAIL1.MONMOUTH.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (732)532-1417
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**11. Table Of Contents**

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
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X	C	Description/Specs./Work Statement	37	X	J	List of Attachments	67
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>	<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
SCD PAS ADP PT			Code	
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	52.6106	NOTICE: SOLICITATION OMBUDSMAN	JAN/2004
		(a) The US Army Communications-Electronics Command (CECOM) has established the Office of Solicitation Ombudsman to assist industry in removing unnecessary and burdensome requirements from CECOM solicitations. The Ombudsman is authorized to suspend, cancel or revise solicitations that do not represent proper procurement practices or sound business judgement.	
		(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, <u>you should first identify these issues to the Procuring Contracting Officer (PCO), Joseph W. Lagrotteria 732-532-2819.</u> If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least <u>5 days</u> prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:	
		Commander, US Army CECOM CECOM Acquisition Center Solicitation Ombudsman Attn: Ms. Diane L. Meickle AMSEL-ACCS-B Fort Monmouth, NJ 07703-5008	
A-2	52.6307	EXECUTIVE SUMMARY	AUG/1996
		1. <u>Description of the Item(s)/Service(s) being Procured.</u> AN/AVR-2&2A SYSTEM SPARES, Sensor Units, SU-208(P)/AVR-2A, Sensor Units, SU-130A/AVR-2A, Interface Comparator Unit, Detector Head Assy, CCA, Band III Analog, CCA, Sensor Processor, CCA, Optical Bit, Motherboard Assy, CCA, Interface, Power Supply DC-DC Converter, Printed Cable Assy/IFU, User Data Module, Optoelectronics Display CCA, MX-11451/AVR-2 Cover Assy, CCA, Emission Verification and Power Supply for TS-4321/AVR-2	
		2. <u>Program Objectives/Needs.</u> Five year Indefinite Delivery, Indefinite Quantity for the AN/AVR-2A	
		3. <u>Delivery Schedule.</u> Ten (10) months ARO at a rate of (see schedule for individual amounts) per month until completion of order.	
		4. <u>Government Testing Requirements.</u> N/A	
		5. <u>Type of Contract.</u> Firm Fixed Price	
		6. <u>Format of the Contract.</u> Indefinite Delivery Indefinite Quantity	
		7. <u>Nature of the Work.</u> Manufacture and delivery spares for the AN/AVR-2A	
		8. <u>Unusual/Specific Aspects of the Acquisition.</u> Only One Responsible Source	
		9. <u>Source Selection Methodology.</u> N/A	
		10. <u>Negotiated Procurements.</u> Sole Source	
		11. <u>Disclaimer.</u> This Executive Summary has been prepared as an aid to the potential offeror. We have made every attempt to accurately reflect the requirements/information contained in the solicitation. However, if you find any discrepancies between the Executive Summary and the clauses/provisions contained in the solicitation, the clauses/provisions contained in the solicitation shall prevail. Please contact the contract specialist identified in Block 10 of the SF33 if any discrepancies are found.	

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	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																												
0001	SECURITY CLASS: Unclassified																																												
0001AA	<u>SENSOR UNITS, SU-208(P)/AVR-2A(V)</u>  NOUN: NSN: 5865-01-461-0161  This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type contract on a Firm Fixed Price (FFP) basis. This effort shall be performed in accordance with the Statement of Work located at Attachment 1 in Section J.  The line item quantities are divided into ranges to allow pricing of orders placed with a specific range. The ranges are displayed on a yearly basis for each of the five years. The range quantities are not to be construed as yearly requirements.  (End of narrative B001)  YEAR ONE (1) - BASE YEAR  RANGES FOR ORDERS PLACED FROM DATE OF CONTRACT AWARD THROUGH 365 DAYS AFTER CONTRACT (DAC) <table><tr><td>FROM</td><td>TO</td><td>UNIT</td><td>UNIT PRICE</td></tr><tr><td>15</td><td>30</td><td>EACH</td><td>\$</td></tr><tr><td>31</td><td>45</td><td>EACH</td><td>\$</td></tr><tr><td>46</td><td>60</td><td>EACH</td><td>\$</td></tr><tr><td>61</td><td>100</td><td>EACH</td><td>\$</td></tr></table> YEAR TWO (2)  RANGES FOR ORDERS PLACED FROM 366 DAC THROUGH 730 DAC <table><tr><td>FROM</td><td>TO</td><td>UNIT</td><td>UNIT PRICE</td></tr><tr><td>15</td><td>30</td><td>EACH</td><td>\$</td></tr><tr><td>31</td><td>45</td><td>EACH</td><td>\$</td></tr><tr><td>46</td><td>60</td><td>EACH</td><td>\$</td></tr><tr><td>61</td><td>100</td><td>EACH</td><td>\$</td></tr></table> YEAR THREE (3)  RANGES FOR ORDERS PLACE FROM 731 DAC THROUGH 1095 DAC	FROM	TO	UNIT	UNIT PRICE	15	30	EACH	\$	31	45	EACH	\$	46	60	EACH	\$	61	100	EACH	\$	FROM	TO	UNIT	UNIT PRICE	15	30	EACH	\$	31	45	EACH	\$	46	60	EACH	\$	61	100	EACH	\$		EA	\$ _____	\$ _____
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	YEAR FIVE (5)							
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	31	45	EACH	\$				
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	(End of narrative C001)							
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	<u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Destination							
	DELIVERY WILL BE 10 MONTHS ARO AT A RATE OF (12) PER MONTH UNTIL COMPLETION OF ORDER  (End of narrative F001)							
0002	SECURITY CLASS: Unclassified							
0002AA	SENSOR UNITS, SU-130A/AVR-2A(V)					EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

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	<div>(End of narrative B001)</div> <div>YEAR ONE (1) - BASE YEAR</div> <div>RANGES FOR ORDERS PLACED FROM DATE OF CONTRACT AWARD THROUGH 365 DAYS AFTER CONTRACT (DAC)</div> <div><div>FROMTOUNITUNIT PRICE</div><div>1530EACH\$</div><div>3145EACH\$</div><div>4660EACH\$</div><div>61100EACH\$</div></div> <div>YEAR TWO (2)</div> <div>RANGES FOR ORDERS PLACED FROM 366 DAC THROUGH 730 DAC</div> <div><div>FROMTOUNITUNIT PRICE</div><div>1530EACH\$</div><div>3145EACH\$</div><div>4660EACH\$</div><div>61100EACH\$</div></div> <div>YEAR THREE (3)</div> <div>RANGES FOR ORDERS PLACE FROM 731 DAC THROUGH 1095 DAC</div> <div><div>FROMTOUNITUNIT PRICE</div><div>1530EACH\$</div><div>3145EACH\$</div><div>4660EACH\$</div><div>61100EACH\$</div></div> <div>YEAR FOUR (4)</div> <div>RANGES FOR ORDERS PLACED FROM 1096 DAC THROUGH 1460 DAC</div> <div><div>FROMTOUNITUNIT PRICE</div><div>1530EACH\$</div><div>3145EACH\$</div><div>4660EACH\$</div><div>61100EACH\$</div></div> <div>YEAR FIVE (5)</div> <div>RANGES FOR ORDERS PLACED FROM 1461 DAC THROUGH 1825</div> <div><div>FROMTOUNITUNIT PRICE</div><div>1530EACH\$</div></div>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	3145EACH\$ 4660EACH\$ 61100EACH\$  (End of narrative C001)  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D AND SOW PARA 3.1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Destination  DELIVERY WILL BE 10 MONTHS ARO AT A RATE OF 20 PER MONTH UNTIL COMPLETION OF ORDER  (End of narrative F001)				
0005	SECURITY CLASS: Unclassified				
0005AA	<u>CCA, BAND III ANALOG</u>  NOUN: NSN: 5998-01-380-3937  This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type contract on a firm Fixed Price (FFP) basis. This effort shall be performed in accordance with the Statement of Work located at Attachment 1 in Section J.  The line item quantities are divided into ranges to allow pricing or orders placed with a specific range. The ranges are displayed on a yearly basis for each of the five years. The range quantities are not to be construed as yearly requirements.  (End of narrative B001)  YEAR ONE (1) - BASE YEAR  RANGES FOR ORDERS PLACED FROM DATE OF CONTRACT AWARD THROUGH 365 DAYS AFTER		EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CONTRACT (DAC)				
	FROM TO UNIT UNIT PRICE				
	1 10 EACH \$				
	11 25 EACH \$				
	26 50 EACH \$				
	51 100 EACH \$				
	YEAR TWO (2)				
	RANGES FOR ORDERS PLACED FROM 366 DAC THROUGH 730 DAC				
	FROM TO UNIT UNIT PRICE				
	1 10 EACH \$				
	11 25 EACH \$				
	26 50 EACH \$				
	51 100 EACH \$				
	YEAR THREE (3)				
	RANGES FOR ORDERS PLACE FROM 731 DAC THROUGH 1095 DAC				
	FROM TO UNIT UNIT PRICE				
	1 10 EACH \$				
	11 25 EACH \$				
	26 50 EACH \$				
	51 100 EACH \$				
	YEAR FOUR (4)				
	RANGES FOR ORDERS PLACED FROM 1096 DAC THROUGH 1460 DAC				
	FROM TO UNIT UNIT PRICE				
	1 10 EACH \$				
	11 25 EACH \$				
	26 50 EACH \$				
	51 100 EACH \$				
	YEAR FIVE (5)				
	RANGES FOR ORDERS PLACED FROM 1461 DAC THROUGH 1825				
	FROM TO UNIT UNIT PRICE				
	1 10 EACH \$				
	11 25 EACH \$				
	26 50 EACH \$				
	51 100 EACH \$				
	(End of narrative C001)				
	Packaging and Marking				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																			
	<p>PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D AND SOW PARA 3.1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>DELIVERY WILL BE 10 MONTHS ARO AT A RATE OF 17 PER MONTH UNTIL COMPLETION OF ORDER</p> <p>(End of narrative F001)</p>																							
0006	SECURITY CLASS: Unclassified																							
0006AA	<p><u>CCA, SENSOR PROCESSOR</u></p> <p>NOUN: NSN: 5998-01-381-0987</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type contract on a Firm Fixed Price (FFP) basis. This effort shall be performed in accordance with the Statement of Work located at Attachment 1 in Section J.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed with a specific range. The ranges are displayed on a yearly basis for each of the five years. The range quantities are not to be construed as yearly requirements.</p> <p>(End of narrative B001)</p> <p>YEAR ONE (1) - BASE YEAR</p> <p>RANGES FOR ORDERS PLACED FROM DATE OF CONTRACT AWARD THROUGH 365 DAYS AFTER CONTRACT (DAC)</p> <table><tr><td>FROM</td><td>TO</td><td>UNIT</td><td>UNIT PRICE</td></tr><tr><td>1</td><td>10</td><td>EACH</td><td>\$</td></tr><tr><td>11</td><td>25</td><td>EACH</td><td>\$</td></tr><tr><td>26</td><td>50</td><td>EACH</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>EACH</td><td>\$</td></tr></table>	FROM	TO	UNIT	UNIT PRICE	1	10	EACH	\$	11	25	EACH	\$	26	50	EACH	\$	51	100	EACH	\$	EA	\$ _____	\$ _____
FROM	TO	UNIT	UNIT PRICE																					
1	10	EACH	\$																					
11	25	EACH	\$																					
26	50	EACH	\$																					
51	100	EACH	\$																					

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																
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51	100	EACH	\$																																																																																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination  DELIVERY WILL BE 10 MONTHS ARO AT A RATE OF 17 PER MONTH UNTIL COMPLETION OF ORDER  (End of narrative F001)				
0007	SECURITY CLASS: Unclassified				
0007AA	<u>CCA, OPTICAL BITE</u>  NOUN: NSN: 5998-01-260-7629  This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type contract on a Firm Fixed Price (FFP) basis. This effort shall be performed in accordance with the Statement of Work located at Attachment 1 in Section J.  The line item quantities are divided into ranges to allow pricing of orders placed with a specific range. The ranges are displayed on a basis for each of the five years. The range quantities are not to be construed as yearly requirements.  (End of narrative B001)  YEAR ONE (1) - BASE YEAR  RANGES FOR ORDERS PLACED FROM DATE OF CONTRACT AWARD THROUGH 365 DAYS AFTER CONTRACT (DAC)  FROM TO UNIT UNIT PRICE  1 10 EACH \$ 11 25 EACH \$ 26 50 EACH \$ 51 100 EACH \$  YEAR TWO (2)  RANGES FOR ORDERS PLACED FROM 366 DAC THROUGH 730 DAC  FROM TO UNIT UNIT PRICE  1 10 EACH \$ 11 25 EACH \$		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES				QUANTITY	UNIT	UNIT PRICE	AMOUNT
	26	50	EACH	\$				
	51	100	EACH	\$				
	YEAR THREE (3)							
	RANGES FOR ORDERS PLACE FROM 731 DAC THROUGH 1095 DAC							
	FROM	TO	UNIT	UNIT PRICE				
	1	10	EACH	\$				
	11	25	EACH	\$				
	26	50	EACH	\$				
	51	100	EACH	\$				
	YEAR FOUR (4)							
	RANGES FOR ORDERS PLACED FROM 1096 DAC THROUGH 1460 DAC							
	FROM	TO	UNIT	UNIT PRICE				
	1	10	EACH	\$				
	11	25	EACH	\$				
	26	50	EACH	\$				
	51	100	EACH	\$				
	YEAR FIVE (5)							
	RANGES FOR ORDERS PLACED FROM 1461 DAC THROUGH 1825							
	FROM	TO	UNIT	UNIT PRICE				
	1	10	EACH	\$				
	11	25	EACH	\$				
	26	50	EACH	\$				
	51	100	EACH	\$				
	(End of narrative C001)							
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D AND SOW PARA 3.1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial							
	<u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Destination							
	DELIVERY WILL BE 10 MONTHS ARO AT A RATE OF 17 PER MONTH UNTIL COMPLETION OF ORDER  (End of narrative F001)							

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																											
0008	SECURITY CLASS: Unclassified																																															
0008AA	<p><u>MOTHERBOARD ASSEMBLY</u></p> <p>NOUN: NSN: 5998-01-380-3929</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type contract on a Firm Fixed Price (FFP) basis. This effort shall be performed in accordance with the Statement of Work located at Attachment 1 in Section J.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed with a specific range. The ranges are displayed on a yearly basis for each of the five years. The range quantities are not to be construed as yearly requirements.</p> <p>(End of narrative B001)</p> <p>YEAR ONE (1) - BASE YEAR</p> <p>RANGES FOR ORDERS PLACED FROM DATE OF CONTRACT AWARD THROUGH 365 DAYS AFTER CONTRACT (DAC)</p> <table><tr><td>FROM</td><td>TO</td><td>UNIT</td><td>UNIT PRICE</td></tr><tr><td>1</td><td>10</td><td>EACH</td><td>\$</td></tr><tr><td>11</td><td>25</td><td>EACH</td><td>\$</td></tr><tr><td>26</td><td>50</td><td>EACH</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>EACH</td><td>\$</td></tr></table> <p>YEAR TWO (2)</p> <p>RANGES FOR ORDERS PLACED FROM 366 DAC THROUGH 730 DAC</p> <table><tr><td>FROM</td><td>TO</td><td>UNIT</td><td>UNIT PRICE</td></tr><tr><td>1</td><td>10</td><td>EACH</td><td>\$</td></tr><tr><td>11</td><td>25</td><td>EACH</td><td>\$</td></tr><tr><td>26</td><td>50</td><td>EACH</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>EACH</td><td>\$</td></tr></table> <p>YEAR THREE (3)</p> <p>RANGES FOR ORDERS PLACE FROM 731 DAC THROUGH 1095 DAC</p> <table><tr><td>FROM</td><td>TO</td><td>UNIT</td><td>UNIT PRICE</td></tr></table>	FROM	TO	UNIT	UNIT PRICE	1	10	EACH	\$	11	25	EACH	\$	26	50	EACH	\$	51	100	EACH	\$	FROM	TO	UNIT	UNIT PRICE	1	10	EACH	\$	11	25	EACH	\$	26	50	EACH	\$	51	100	EACH	\$	FROM	TO	UNIT	UNIT PRICE	EA	\$ _____	\$ _____
FROM	TO	UNIT	UNIT PRICE																																													
1	10	EACH	\$																																													
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51	100	EACH	\$																																													
FROM	TO	UNIT	UNIT PRICE																																													



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>110EACH\$</div> <div>1125EACH\$</div> <div>2650EACH\$</div> <div>51100EACH\$</div> <div>YEAR FOUR (4)</div> <div>RANGES FOR ORDERS PLACED FROM 1096 DAC THROUGH 1460 DAC</div> <div>FROMTOUNITUNIT PRICE</div> <div>110EACH\$</div> <div>1125EACH\$</div> <div>2650EACH\$</div> <div>51100EACH\$</div> <div>YEAR FIVE (5)</div> <div>RANGES FOR ORDERS PLACED FROM 1461 DAC THROUGH 1825</div> <div>FROMTOUNITUNIT PRICE</div> <div>110EACH\$</div> <div>1125EACH\$</div> <div>2650EACH\$</div> <div>51100EACH\$</div> <div>(End of narrative C001)</div> <div>Packaging and Marking</div> <div>PACKAGING/PACKING/SPECIFICATIONS:</div> <div>SEE SECTION D AND SOW PARA 3.1</div> <div>LEVEL PRESERVATION: Commercial</div> <div>LEVEL PACKING: Commercial</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Destination</div> <div>DELIVERY WILL BE 10 MONTHS ARO AT A RATE OF 17 PER MONTH UNTIL COMPLETION OF ORDER</div> <div>(End of narrative F001)</div>				
0009	SECURITY CLASS: Unclassified				
0009AA	CCA, INTERFACE		EA	\$	\$

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-A606 MOD/AMD	Page 18 of 79
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																												
	<p>NOUN: NSN: 5998-01-383-3143</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type contract on a Firm Fixed Price (FFP) basis. This effort shall be performed in accordance with the Statement of Work located at Attachment 1 in Section J.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed with a specific range. The ranges are displayed on a yearly basis for each of the five years. The range quantities are not to be construed as yearly requirements.</p> <p>(End of narrative B001)</p> <p>YEAR ONE (1) - BASE YEAR</p> <p>RANGES FOR ORDERS PLACED FROM DATE OF CONTRACT AWARD THROUGH 365 DAYS AFTER CONTRACT (DAC)</p> <table><tr><td>FROM</td><td>TO</td><td>UNIT</td><td>UNIT PRICE</td></tr><tr><td>1</td><td>10</td><td>EACH</td><td>\$</td></tr><tr><td>11</td><td>25</td><td>EACH</td><td>\$</td></tr><tr><td>26</td><td>50</td><td>EACH</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>EACH</td><td>\$</td></tr></table> <p>YEAR TWO (2)</p> <p>RANGES FOR ORDERS PLACED FROM 366 DAC THROUGH 730 DAC</p> <table><tr><td>FROM</td><td>TO</td><td>UNIT</td><td>UNIT PRICE</td></tr><tr><td>1</td><td>10</td><td>EACH</td><td>\$</td></tr><tr><td>11</td><td>25</td><td>EACH</td><td>\$</td></tr><tr><td>26</td><td>50</td><td>EACH</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>EACH</td><td>\$</td></tr></table> <p>YEAR THREE (3)</p> <p>RANGES FOR ORDERS PLACE FROM 731 DAC THROUGH 1095 DAC</p> <table><tr><td>FROM</td><td>TO</td><td>UNIT</td><td>UNIT PRICE</td></tr><tr><td>1</td><td>10</td><td>EACH</td><td>\$</td></tr><tr><td>11</td><td>25</td><td>EACH</td><td>\$</td></tr><tr><td>26</td><td>50</td><td>EACH</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>EACH</td><td>\$</td></tr></table> <p>YEAR FOUR (4)</p> <p>RANGES FOR ORDERS PLACED FROM 1096 DAC</p>	FROM	TO	UNIT	UNIT PRICE	1	10	EACH	\$	11	25	EACH	\$	26	50	EACH	\$	51	100	EACH	\$	FROM	TO	UNIT	UNIT PRICE	1	10	EACH	\$	11	25	EACH	\$	26	50	EACH	\$	51	100	EACH	\$	FROM	TO	UNIT	UNIT PRICE	1	10	EACH	\$	11	25	EACH	\$	26	50	EACH	\$	51	100	EACH	\$				
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**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																								
	<p>THROUGH 1460 DAC</p> <table><tr><td>FROM</td><td>TO</td><td>UNIT</td><td>UNIT PRICE</td></tr><tr><td>1</td><td>10</td><td>EACH</td><td>\$</td></tr><tr><td>11</td><td>25</td><td>EACH</td><td>\$</td></tr><tr><td>26</td><td>50</td><td>EACH</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>EACH</td><td>\$</td></tr></table> <p>YEAR FIVE (5)</p> <p>RANGES FOR ORDERS PLACED FROM 1461 DAC THROUGH 1825</p> <table><tr><td>FROM</td><td>TO</td><td>UNIT</td><td>UNIT PRICE</td></tr><tr><td>1</td><td>10</td><td>EACH</td><td>\$</td></tr><tr><td>11</td><td>25</td><td>EACH</td><td>\$</td></tr><tr><td>26</td><td>50</td><td>EACH</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>EACH</td><td>\$</td></tr></table> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D AND SOW PARA 3.1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>DELIVERY WILL BE 10 MONTHS ARO AT A RATE OF 17 PER MONTH UNTIL COMPLETION OF ORDERS</p> <p>(End of narrative F001)</p>	FROM	TO	UNIT	UNIT PRICE	1	10	EACH	\$	11	25	EACH	\$	26	50	EACH	\$	51	100	EACH	\$	FROM	TO	UNIT	UNIT PRICE	1	10	EACH	\$	11	25	EACH	\$	26	50	EACH	\$	51	100	EACH	\$				
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51	100	EACH	\$																																										
0010	SECURITY CLASS: Unclassified																																												
0010AA	<p><u>POWER SUPPLY, DC-DC CONVERTER</u></p> <p>NOUN: NSN: 6130-01-380-3926</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type contract on a Firm Fixed Price (FFP) basis. This effort shall be performed in accordance with the Statement of Work located at Attachment 1 in Section J.</p>		EA	\$ _____	\$ _____																																								

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																
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0011	SECURITY CLASS: Unclassified																								
0011AA	<p><u>PRINTED WIRING FLEX ASSEMBLY</u></p> <p>NOUN: NSN: 5995-01-380-3931</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type contract on a Firm Fixed Price (FFP) basis. This effort shall be performed in accordance with the Statement of Work located at Attachment 1 in Section J.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed with a specific range. The ranges are displayed on a yearly basis for each of the five years. The range quantities are not to be construed as yearly requirements.</p> <p>(End of narrative B001)</p>		EA	\$ _____	\$ _____																				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-A606 MOD/AMD	Page 22 of 79
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0012	SECURITY CLASS: Unclassified				
0012AA	<div>USER DATA MODULE</div> <div>NOUN: NSN: 5810-01-394-7123  This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type contract on a Firm Fixed Price (FFP) basis. This effort shall be performed in accordance with the Statement of Work located at Attachment 1 in Section J.  The line item quantities are divided into ranges to allow pricing of orders placed with a specific range. The ranges are displayed on a yearly basis for each of the five years. The range quantities are not to be construed as yearly requirements.  (End of narrative B001)</div> <div>YEAR ONE (1) - BASE YEAR  RANGES FOR ORDERS PLACED FROM DATE OF CONTRACT AWARD THROUGH 365 DAYS AFTER CONTRACT (DAC)</div>		EA	\$	\$

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ITEM NO	SUPPLIES/SERVICES				QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FROM	TO	UNIT	UNIT PRICE				
	1	10	EACH	\$				
	11	25	EACH	\$				
	26	50	EACH	\$				
	51	100	EACH	\$				
	YEAR TWO (2)							
	RANGES FOR ORDERS PLACED FROM 366 DAC THROUGH 730 DAC							
	FROM	TO	UNIT	UNIT PRICE				
	1	10	EACH	\$				
	11	25	EACH	\$				
	26	50	EACH	\$				
	51	100	EACH	\$				
	YEAR THREE (3)							
	RANGES FOR ORDERS PLACE FROM 731 DAC THROUGH 1095 DAC							
	FROM	TO	UNIT	UNIT PRICE				
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	11	25	EACH	\$				
	26	50	EACH	\$				
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	YEAR FOUR (4)							
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	FROM	TO	UNIT	UNIT PRICE				
	1	10	EACH	\$				
	11	25	EACH	\$				
	26	50	EACH	\$				
	51	100	EACH	\$				
	YEAR FIVE (5)							
	RANGES FOR ORDERS PLACED FROM 1461 DAC THROUGH 1825							
	FROM	TO	UNIT	UNIT PRICE				
	1	10	EACH	\$				
	11	25	EACH	\$				
	26	50	EACH	\$				
	51	100	EACH	\$				
	(End of narrative C001)							
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0013	SECURITY CLASS: Unclassified																																															
0013AA	<p><u>OPTOELECTRONICS DISPLAY CCA</u></p> <p>NOUN: NSN: 5998-01-413-2640</p> <p>YEAR ONE (1) - BASE YEAR</p> <p>RANGES FOR ORDERS PLACED FROM DATE OF CONTRACT AWARD THROUGH 365 DAYS AFTER CONTRACT (DAC)</p> <table><tr><td>FROM</td><td>TO</td><td>UNIT</td><td>UNIT PRICE</td></tr><tr><td>1</td><td>5</td><td>EACH</td><td>\$</td></tr><tr><td>6</td><td>10</td><td>EACH</td><td>\$</td></tr><tr><td>11</td><td>20</td><td>EACH</td><td>\$</td></tr><tr><td>21</td><td>30</td><td>EACH</td><td>\$</td></tr></table> <p>YEAR TWO (2)</p> <p>RANGES FOR ORDERS PLACED FROM 366 DAC THROUGH 730 DAC</p> <table><tr><td>FROM</td><td>TO</td><td>UNIT</td><td>UNIT PRICE</td></tr><tr><td>1</td><td>5</td><td>EACH</td><td>\$</td></tr><tr><td>6</td><td>10</td><td>EACH</td><td>\$</td></tr><tr><td>11</td><td>20</td><td>EACH</td><td>\$</td></tr><tr><td>21</td><td>30</td><td>EACH</td><td>\$</td></tr></table> <p>YEAR THREE (3)</p> <p>RANGES FOR ORDERS PLACE FROM 731 DAC THROUGH 1095 DAC</p> <table><tr><td>FROM</td><td>TO</td><td>UNIT</td><td>UNIT PRICE</td></tr></table>	FROM	TO	UNIT	UNIT PRICE	1	5	EACH	\$	6	10	EACH	\$	11	20	EACH	\$	21	30	EACH	\$	FROM	TO	UNIT	UNIT PRICE	1	5	EACH	\$	6	10	EACH	\$	11	20	EACH	\$	21	30	EACH	\$	FROM	TO	UNIT	UNIT PRICE	EA	\$ _____	\$ _____
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	YEAR FOUR (4)							
	RANGES FOR ORDERS PLACED FROM 1096 DAC THROUGH 1460 DAC							
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	YEAR FIVE (5)							
	RANGES FOR ORDERS PLACED FROM 1461 DAC THROUGH 1825							
	FROM	TO	UNIT	UNIT PRICE				
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	11	20	EACH	\$				
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	DELIVERY WILL BE 10 MONTHS ARO AT A RATE OF 3 PER MONTH UNTIL COMPLETION OF ORDER  (End of narrative F001)							
0014	SECURITY CLASS: Unclassified							
0014AA	<u>MX-11451/AVR-2 COVER ASSEMBLY</u>					EA	\$ _____	\$ _____
	NOUN: NSN: 5998-01-336-9743							

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	0015	SECURITY CLASS: Unclassified							
	0015AA	<u>CCA, EMISSION VERIFICATION</u>					EA	\$ _____	\$ _____
		NOUN: NSN: 5998-01-200-7633							
		This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type contract on a Firm Fixed Price (FFP) basis. This effort shall be performed in accordance with the Statement of Work located at Attachment 1 in Section J.							

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0016	SECURITY CLASS: Unclassified																								
0016AA	<p><u>POWER SUPPLY ASSEMBLY</u></p> <p>NOUN: NSN: 6130-01-286-6557</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type contract on a Firm Fixed Price (FFP) basis. This effort shall be performed in accordance with the Statement of Work located at Attachment 1 in Section J.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed with a specific range. The ranges are displayed on a yearly basis for each of the five years. The range quantities are not to be construed as yearly requirements.</p> <p>(End of narrative B001)</p>		EA	\$ _____	\$ _____																				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-A606 MOD/AMD	Page 31 of 79
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>21                      30                      EACH                      \$</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D AND SOW PARA 3.1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin                      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>DELIVERY WILL BE 10 MONTHS ARO AT A RATE OF 3 PER MONTH UNTIL COMPLETION OF ORDER</p> <p>(End of narrative F001)</p>				
0017	SECURITY CLASS: Unclassified				
0017AA	<p><u>S&amp;T REPORTS CONFIGURATION CONTROL</u></p> <p>NOUN: S&amp;T REP CONFIG CONTROL</p> <p>SCIENTIFIC AND TECHNICAL REPORTS, SUBTITLE CONFIGURATION CONTROL IAW CONTRACT DATA REQUIREMENTS LIST, DD FORM 1423, EXHIBIT A, SEQUENCE A001, DI-MISC-80711A AND SOW PARA PARA 3.2.3</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>SEE SECTION D AND STATEMENT OF WORK PARA 3.1</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination                      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>		LO	\$ ** NSP **	\$ ** NSP **



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DELIVERY SEE DD FORM 1423  (End of narrative F001)				
0018	SECURITY CLASS: Unclassified				
0018AA	<u>CIVR SERVICES</u>  NOUN: CIVR SERVICES  CIVR SERVICES IAW STATEMENT OF WORK, ATTACHMENT 1 IN SECTION J. REQUIREMENTS ARE SET FORTH IN SLINS 0018AA AND 0018AB  (End of narrative B001)  SEE SECTION D AND STATEMENT OF WORK PARA 3.1  (End of narrative D001)  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin		LO		\$ _____
0018AB	<u>CONFIGURATION ITEM VERIFICATION REVIEW (CIVR</u>  NOUN: TECH DATA PKG VALADITION RPT  TECHNICAL DATA PACKAGE VALIDATION REPORT, SUBTITLE CONFIGURATION ITEM VERIFICATION REVIEW (CIVR), IAW DD FORM 1423, EXHIBIT B, SEQUENCE B001, DI-QCIC-81013 AND SOW PARA 3.3.1 ATTACHMENT 1, SECTION J  (End of narrative B001)  <u>Packaging and Marking</u>  SEE SECTION D AND STATEMENT OF WORK PARA 3.1  (End of narrative D001)		LO	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination  DELIVERY SEE DD FORM 1423  (End of narrative F001)				
0019	SECURITY CLASS: Unclassified				
0019AA	<u>PRODUCTION EVALUATION (PE)</u>  NOUN: PRODUCTION EVALUATION  PRODUCTION EVALUATION IAW STATEMENT OF WORK, ATTACHMENT 1 IN SECTION J. REQUIREMENTS ARE SET FORTH IN SLINS 0019AA AND 0019AB  (End of narrative B001)  SEE SECTION D AND STATEMENT OF WORK PARA 3.1  (End of narrative D001)		LO		\$ _____
0019AB	<u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>PRODUCTION EVALUATION (PE)</u>  NOUN: TECH DATA PKG REVIEW REP  TECHNICAL DATA PACKAGE REVIEW REPORT, SUBTITLE PRODUCTION EVALUATION (PE), IAW CONTRACT DATA REQUIREMENTS LIST, DD FORM 1423, EXHIBIT C, SEQUENCE COO1, DI-MISC- 80750 AND SOW PARA 3.5.1.1.7 ATTACHMENT #1, SECTION J  (End of narrative B001)		LO	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Packaging and Marking</u>  SEE SECTION D AND STATEMENT OF WORK PARA 3.1  (End of narrative D001)  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination  DELIVERY SEE DD FORM 1423  (End of narrative F001)				
0020	SECURITY CLASS: Unclassified				
0020AA	<u>WARRANTY PERFORMANCE</u>  NOUN: WARRANTY PERFORMANCE  WARRANTY PERFORMANCE IAW STATEMENT OF WORK ATTACHMENT 1 IN SECTION J. REQUIREMENTS ARE SET FORTH IN SLINS 0020AA AND 0020AB  (End of narrative B001)  SEE SECTION D AND STATEMENT OF WORK PARA 3.1  (End of narrative D001)  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin		LO		\$ _____
0020AB	<u>WARRANTY PERFORMANCE REPORT</u>  NOUN: SCIENTIFIC & TECHNICAL REPORT  SCIENTIFIC AND TECHNICAL REPORTS, SUBTITLE		LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>WARRANTY PERFORMANCE REPORTS IN ACCORDANCE WITH CONTRACT DATA REQUIREMENTS LIST, DD FORM 1423, EXHIBIT D, SEQUENCE D001, DI-MISC-80711A AND SOW PARA 3.7.1.7 ATTACHMENT 1, SECTION J</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>SEE SECTION D AND STATEMENT OF WORK PARA 3.1</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>DELIVERY SEE DD FORM 1423</p> <p>(End of narrative F001)</p>				

**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
C-2	52.6905	DOCUMENT SUMMARY LIST--ISSUE OF SPECIFICATIONS, STANDARDS AND RELATED DOCUMENTS (STATEMENT OF WORK)	JUL/1999

1. The Document Summary List (DSL) (Attachment Nr 3) lists all directly cited (first tier) documents, all tailored referenced (second tier) documents and all tailored subsequently referenced (third and lower tier) documents applicable to this solicitation/contract. The equipment on contract will be produced in accordance with these documents.

2. The issue(s) (i.e., number, revision, title and issuance date) of the documents specified in the DSL govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modification/Exceptions to Listed Specifications and Drawings.'

3. The Document Summary List is presented in the following format:

DOCUMENT SUMMARY LIST FOR SOLICITATION/CONTRACT NUMBER/PROCUREMENT TITLE		
DOCUMENT NAME	DOCUMENT TITLE	DOCUMENT DATE
(CONTRACT REFERENCE)		DOCUMENT CATEGORY
APPLICABLE TAILORING		

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all applicable documents. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between the DSL and other contractual requirements.

a. All non-cited documents that are referenced or incorporated by the documents cited on the DSL shall be contractually binding in accordance with the Document Category of the cited document (see paragraph 5 below). Unless stated explicitly elsewhere in this solicitation/contract, the issue of such non-cited document(s) is that which appears in the hard copy edition of the Department of Defense Index of Specifications and Standards (DODISS) and DODISS Supplement dated or Acquisition Management Systems and Data Requirements Control List (AMSDL) (DoD 5010.12-L).- . When necessary, copies of canceled or superseded specifications, standards and/or Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

b. Should the DSL fail to identify a first tier document with its revision level, date and/or approved changes, the issue of the document(s) shown in the DoDISS and Supplement cited above applies. Unless otherwise specified in this solicitation/contract, such documents shall be considered as Category 2 (see paragraph 5 below).

5. The following document categories apply:

a. Category 1. The requirements contained in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation/contract, all requirements contained in referenced and subsequently referenced documents are contractually applicable for guidance and information only.

b. Category 2. The requirements contained in the directly cited document and the reference documents identified in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in subsequently referenced documents within reference documents are contractually applicable for guidance and information only.

c. Category 3. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in the directly cited document and all reference and subsequently referenced documents are contractually applicable to the extent specified in the higher-tiered document.

6. When applicable, the drawings and product specifications cited on the DSL are furnished with this solicitation/contract at Section J. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:

a. Specifications and Standards listed in the DODISS and Data Item Descriptions listed in the AMSDL. Obtain these documents from:

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DODSSP  
Building 4/Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094

FAX: (215) 697-1462

Note that requests for specification MIL-E-1 must include reference to the tube type.

b. Commercial Specifications, Standards and Descriptions. When applicable, obtain these documents directly from the publisher.

c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:

American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19248-2959

7. Tailoring. In case of conflict regarding applicable tailoring between the DSL and other requirements contained in this solicitation/contract, the order of precedence is:

- (1) Product Specification;
- (2) Statement of Work;
- (3) Data Item Description/Modification;
- (4) Document Summary List.

8. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening processes, from raw material to finished products, which are necessary to fabricate, control, test, adjust, assemble and inspect the equipment on order.

a. Drawing Review and Certification.

(1) The government has examined the Technical Data Package and believes that all drawings and related drawing lists needed to prepare a realistic bid/offer and construct the equipment are included therein.

(2) When documents (35mm aperture cards or digital computerized files) are furnished, the bidder/offeror/contractor shall utilize the document copies of the drawings supplied with the solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these aperture cards contain all drawings cited in the DSL, excluding drawings for those items which will be government-furnished for incorporation in the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

(3) Concurrent with the submission of the bid/offer, the bidder/offeror will acknowledge that the document set of drawings in the bidder's/offeror's possession is complete and legible. If not submitted, the successful bidder/offeror will be required to furnish such acknowledgement prior to award.

(4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 8.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.

b. Disposition of Drawings and Specifications.

(1) Nonclassified drawings and specifications furnished with this solicitation/contract are not to be returned to the government. They may be retained by the offeror for future reference or disposed of in any manner at the discretion of the offeror.

(2) Disposition of classified documents furnished with this solicitation/contract shall be in accordance with Chapter 5, Section 7, of the National Industrial Security Program Operating Manual (NISPOM), January 1995, DoD 5220.22-M.

9. Discrepancies in Section B Item Descriptions. The bidder/offeror is responsible for notifying the PCO immediately in the event that:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-R-A606 <b>MOD/AMD</b>	<b>Page 39 of 79</b>
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- a. A line item in this solicitation does not identify the correct part number, drawing number, or specification, or
- b. The identification of such parts is inconsistent, or
- c. The line item refers to an obsolete part/model or a part/model which is no longer the latest baseline configuration for that item.

In such situations, the bidder/offeror will submit correcting information to the PCO for evaluation and action.

DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC,' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this solicitation or contract, means days after (checked date applies):

(N/A) effective date of contract.

( x ) date of contract award.

(End of clause)

C-3            52.6920            MASTER PATTERNS (STATEMENT OF WORK)            SEP/1992

The Master Patterns (MPs) listed at Attachment 5 are required to fabricate the equipment on contract. Within 10 working days after contract award, the contractor will submit a written request for these Master Patterns to:

Commander  
US Army Communications-Electronics Command  
Logistics and Readiness Center  
CCS/Avionics Directorate  
ATTN: AMSEL-LC-CCS-A-AS (Virgil P. Antonio)  
Fort Monmouth, NJ 07703-5000

This request will reference the contract number, item nomenclature(s), Master Pattern Numbers listed at Attachment -3-, and provide a return address for delivery of the Master Patterns to the contractor.

C-4            52.6930            POST-AWARD ORIENTATION CONFERENCE(S) (STATEMENT OF WORK)            SEP/1992

Within 45 days after contract award, a Post-Award Orientation Conference will be convened by the Contracting Officer. The conference shall be conducted in accordance with FAR 42.503 procedures.

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SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-152.7026CONFIDENTIAL OR SECRET MATERIEL/DOCUMENTS--METHOD OF TRANSMISSIONNOV/1996

(a) Materiel will be packed to conceal it properly and to avoid suspicion as to contents, and to reach destination in satisfactory condition. Internal markings or internal packaging will clearly indicate the classification. NO NOTATION TO INDICATE CLASSIFICATION APPEAR ON EXTERNAL MARKINGS (EXTERIOR CONTAINERS). (See Chapter 4 of the Industrial Security Manual for Safeguarding Classified Information (DoD 5220.22M)).

(b) Documents will be enclosed in two opaque envelopes or covers. The inner envelope or cover containing the documents being transmitted will be addressed, return addressed, and sealed. The classification of the documents being transmitted will be clearly marked on the front and back of the inner container. The classified documents will be protected from direct contact with the inner cover by a cover sheet or by folding inward. For SECRET documents, a receipt form identifying the addresser, addressee, and documents will be enclosed in the inner envelope. CONFIDENTIAL documents will be covered by a receipt only when the sender deems it necessary. The inner envelope or cover will be enclosed in an opaque outer envelope or cover. The classification markings of the inner envelope should not be detectable. The outer envelope will be addressed, return addressed, and sealed. NO CLASSIFICATION MARKINGS WILL APPEAR ON THE OUTER ENVELOPE OR COVER. (See Chapter 5, Section 4, of the Industrial Security Manual for Safeguarding Classified Information (DoD 5220.22M)).

(End of clause)

D-252.7037PACKAGING WAIVERS OR DEVIATIONSAPR/1999

(a) Any request for waiver or deviation to a contractually imposed requirement subsequent to award must be evaluated by the cognizant authority for specifying packaging requirements. To effect this, contractors must complete DD Form 1694 and, as a minimum, include the following:

- (1) Sufficient documentation to permit a prudent evaluation/decision.
- (2) A statement of the positive and negative impact(s) of approval/disapproval.
- (3) Expected consideration/benefits for the Government.
- (4) Required follow-on activity.
- (5) Frequency of recurrence.

(b) Each contract under which nonconforming or modified packaging materials or processes are accepted by waiver or deviation, must be modified to provide an equitable price reduction or other consideration. The following statement will be marked by vendors on all applicable shipping documents (DD Forms 250, etc.):

The packaging materials utilized in this shipment have been accepted as suitable substitutes to the military materials specified in Section D of Contract \_\_\_\_\_. These materials have been approved and accepted for use by HQ CECOM.

(c) NOTE: Requests for waiver/deviation will not be approved for the sole purpose of meeting production/delivery schedules or to achieve cost objectives. Packaging Change Recommendations, DD Form 2025, may be submitted by vendors for evaluation through their cognizant Defense Contract Management Command (DCMC) office administering this contract or directly to the Contracting Officer if this contract is not administered by DCMC. Sufficient documentation must be stated/provided to permit a prudent evaluation/decision by the packaging authority for HQ CECOM.

(End of clause)

D-352.7043STANDARD PRACTICE FOR COMMERCIAL PACKAGINGAPR/1999

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98. Hardware deliverables shall also be packaged in accordance with ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD-129 (a waiver-free document). Bar Code Markings are required IAW ANSI/AIM-BC1, Uniform Symbology Specification Code 39 and MIL-STD-129. Intermediate packaging is required to facilitate handling and inventory control whenever the size of the unit package is 64 cubic inches or less. Unit packs requiring intermediate packing shall be packed in quantities governed by the following:

- a. Maximum of 100 unit packs per intermediate container.
- b. Maximum net load of 40 pounds.



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c. Maximum size of 1.5 cubic feet with at least two dimensions not exceeding 16 inches

Unless otherwise specified, shipments shall be unitized into a single load that can be handled as a unit throughout the distribution system. The supplier is responsible for performing package testing as specified in ASTM D 3951-98. The government reserves the right to perform any of the tests.

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19248-2959.

D-4 52.7047 BAR CODE MARKING OCT/2001  
Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.

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**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003

F-6            52.211-16            VARIATION IN QUANTITY            APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

- 0 Percent increase
- 0 Percent decrease

This increase or decrease shall apply to the total contract.

F-7	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
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(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor--

(1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and

(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.

(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.

(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

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SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR) Reserved per FAC 2001-16 Use IF0851 or Alternate	OCT/2003

Reserved per FAC 2001-16 OCT 2003

(End of Clause)

G-2	52.7025	PLACE OF PERFORMANCE AND SHIPPING POINT	DEC/1987
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1. The work called for herein will be performed by the contractor at the following location(s):

Location of Final Manufacture: -1-  
(City, County, State)

Packaging and Packing: -2-  
(City, County, State)

Shipping Point (at or near): -3-  
(Street Address, City, State, Zip Code)

Producing facilities: -4-  
(Owner, Street Address, City, State, Zip Code)

Operator: -5-  
(Operator, Street Address, City, State, Zip Code)

Contractor's office which will receive payment, supervise and administer the contract:

-6-  
(Street Address, City, State)

2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are not completed to indicate a different address.

3. UNCLASSIFIED CONTRACTS. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.

4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

G-3	52.7050	ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE	MAR/1999
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Project Designation: -1-

Initiating Activity: -2-  
(Item/Project Manager)

Controlled Item Report Requirements: -3-

Invoice Address: -4-

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

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**Name of Offeror or Contractor:**

Name: -5-

Organization Code: -6-

Telephone Area Code and No.: (732)-7-

DSN/Autovon No.: -8-

b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For other type contracts, the invoice should be forwarded directly to the designated paying office.

c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

Name: -9-

Address: -10-

(City, State, Zip Code)

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item must be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from only those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

G-4                      52.7055                      MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL                      JUN/1999

(a) Unless exempted by the Procuring Contracting Officer in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).

(b) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Instructions to Contract Ordering Officer  
Instructions to Administrative Contracting Officer\*  
Instructions to other Defense Contract Management Command personnel\*  
Instructions to Defense Finance Administration Services  
Instructions to Defense Contract Audit Agency

\*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program. Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box AMSEL-AC-SP-D@mail1.monmouth.army.mil.

(c) See Section H Clause 52.6110, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

NOTE: Upon receipt of the contract, respective Government agencies using e-mail shall provide the Procuring Contracting Officer with their e-mail address, name, title, office symbol, contract number, telephone and fax numbers to the e-mail address set forth in Section H, 52.6110.

(End of clause)

G-5                      52.7080                      DFAS COLUMBUS WEB INVOICING SYSTEM (WINS)                      NOV/1999

Contractors who are paid out of the DFAS Columbus office are requested to use the voluntary DFAS Web Invoicing System (WINS) whenever possible, when requesting payment of invoices or vouchers. Complete registration instructions may be found on the ACCESS WINS DFAS web site at

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<https://ecweb.dfas.mil>.

Vendor authentication includes user ID and passwords. User Guides are available at

<http://www.dfas.mil/ecedi/>.

Note: Contractors must be registered in the Central Contractors Registration database in order to use WINS.

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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
H-2	52.6110	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL	JUN/1999

(a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.

(b) The format for all communication shall be compatible with the following: WORD 6.0

(c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.

(d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.

(e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters  
Requests for Proposals under the contract  
Price Issues (except contractor pricing data)  
Contract Data Requirements List Submittals  
Contract Data Requirements List Comments  
Approvals/Disapprovals by the Government  
Technical Evaluations of Contract Items  
Clarifications  
Configuration Control  
Drawings (not to exceed 1/2 megabyte)  
Revised Shipping Instructions  
Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address.

(g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.

(h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:

(i) The Contracting Officer's e-mail address is: Joseph.Lagrotteria@mail1.monmouth.army.mil  
The Contract Specialist's e-mail address is Catherine.Connolly@mail1.monmouth.army.mil  
The Technical Point of Contact's e-mail address is: Virgil.Antonio@mail1.monmouth.army.mil

(End of clause)

H-3	52.6115	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APPENDIX F	APR/1999
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(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

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**Name of Offeror or Contractor:**

<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Commander, US Army CECOM, ATTN:AMSEL-AC-CA-RT-O Cay Connolly Fort Monmouth, NJ 07703-5000	2
Commander, US Army CECOM, ATTN:AMSEL-LC-CCS-A-AS Virgilio P. Antonio Fort Monmouth, NJ 07703-5000	2
Commander, US Army CECOM, ATTN: AMSEL- AC-CS-E( ALE) Fort Monmouth, NJ 07703-5000	1

(b) These special distribution instructions shall be included in any subcontract hereunder where the items produced by the subcontractor are to be shipped directly to the Government.

PROCEDURAL NOTE: In accordance with FAR 32.905(f), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date supplies or services were accepted by the designated Government official.
- (6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

H-4                      52.6130                      SCHEDULE OF GOVERNMENT-FURNISHED PROPERTY (EQUIPMENT)                      JUN/2002

1. The government shall furnish the following property to the contractor for use in performance of this contract.

NATIONAL STOCK NUMBER	DESCRIPTION	QUANTITY	DATE TO BE DELIVERED	PURPOSE FOR WHICH FURNISHED	ACQUISITION VALUE
NSN: 4920-01-279-5446	RADAR SIGNAL TEST ADAPTOR MX-9848A/APR-39(V)	7	60 DAC	TESTING	
NSN: 5841-01-259-0807	DIGITAL PROCESSOR	7	60 DAC	TESTING	
NSN: 5998-01-337-7807	USER DATA MODULE CIRCUIT CARD ASSY	7	60 DAC	TESTING	
NSN: 5841-01-204-8266	RADAR RECEIVER R-2218/APR-39(V)	14	60 DAC	TESTING	



NSN: 5841-01-204-8210	ANTENNA-DETECTOR AS-3549/APR-39(V)	14	60	DAC	TESTING
NSN: 5841-01-204-8211	ANTENNA-DETECTOR AS-3548/APR-39(V)	14	60	DAC	TESTING
NSN: 5985-01-026-3927	ANTENNA BLADE AS-2890/APR-39(V)	7	60	DAC	TESTING
NSN: 5841-01-274-4939	RADAR SIGNAL INDICATOR IP-1150A/APR-39(V)	7	60	DAC	TESTING
NSN: 5841-01-205-0658	DETECTING SET CONTROL C-11308/APR-39A(V)	7	60	DAC	TESTING

2. Delivery of Government-Furnished Property. Government-Furnished Property (GFP) will be delivered to the 'producing facility' as identified by the contractor in the 'Place of Performance and Shipping Point' provision in Section G of the schedule, unless herein stated otherwise by the contractor:

a. Except as provided by paragraph 4 below (Procurement Models), delivery schedules shall be based on the GFP delivery dates specified above.

b. If the GFP is not received in accordance with the above schedule, the contractor shall notify the Procuring Contracting Officer (PCO) within seven days after the date for receipt established by the above schedule.

c. Note Concerning Electronic Test Fixtures and Mechanical Gages. When Electronic Test Fixtures (ETF) and/or Mechanical Gages (GAGES) are to be acquired by the contractor, such ETF/GAGES will become government property upon government acceptance, and the shipment and disposition instructions of this provision apply.

3. Contractor Inspection of GFP. The contractor shall inspect all GFP within 30 calendar days of its receipt. If the inspection reveals GFP damages or discrepancies, the contractor shall:

a. Complete the appropriate form:

SF 364 - Report of Discrepancy. Used to report materiel discrepancies including condition of materiel, incorrect supply documentation, misdirected materiel, overages and/or shortages, duplicate shipments, packaging discrepancies, item technical data markings and wrong items.

SF 361 - Discrepancy in Shipment Report. Used to report any transportation discrepancy in shipment through the Defense Transportation System (DTS) and shipment within CONUS moved by commercial carrier (lost or damaged).

SF 368 - Quality Deficiency Report. Used to report defects or nonconforming conditions which limit or prohibit the product from fulfilling its intended purpose, including deficiencies in design, specification, material, manufacturing and workmanship.

b. Obtain certification from the designated Government Quality Assurance Representative.

c. Forward the completed, certified form within seven calendar days, as follows:

FORM	DISTRIBUTION
SF 364	AMSEL-LC-LEO-D-CS-CFO - 2 copies PCO - 1 copy
SF 361	AMSEL-LC-LEO-D-DP-DT - 2 copies PCO - 1 copy
SF 368	AMSEL-LC-LEO-D-CS-CFO - 2 copies PCO - 1 copy ACO - 1 copy

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d. When the contractor considers any damage attributable to the carrier, the contractor will arrange for and document a confirming inspection by the carrier's representative.

4. Procurement Models. If the 'Statement of Work for Procurement Model' is included with this contract (see Section J), the contractor may obtain the procurement model, at the contractor's expense and risk, any time after five calendar days after the effective date of this contract. The contractor will contact the PCO to arrange this transaction.

5. Maintenance Data Test Equipment. Any property listed in paragraph 1 as 'Maintenance Data Test Equipment' shall be used by the contractor to test the preproduction model for the purpose of developing maintenance data for the required technical literature. The government's action in furnishing such test equipment shall not in any way modify, limit, or nullify the contractor's responsibility to furnish all required maintenance data. Such test equipment shall be returned to the government concurrently with the initial production delivery.

STANDARD CLAUSE (X will be inserted if paragraph is applicable; if not applicable, N/A should be inserted. See Variable Clause, paragraph 6, at end of clause.)

6. Shipment of GFP. Within 30 calendar days after the contractor receives the applicable shipping instructions from the PCO (or designated property representative), the contractor shall submit an original and three copies of DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the ACO.

Disposition of GFP. As soon as the GFP (other than that described by paragraph 4 above) is no longer required, but not later than completion of all scheduled contract deliveries or termination of this contract, the contractor shall return to the government all GFP not utilized in performance of this contract or otherwise disposed of by direction of the Contracting Officer. The contractor will notify the cognizant Quality Assurance Representative to arrange for inspection of the property before it is packed for return to the government.

a. When applicable, Acceptance Inspection Equipment (AIE) (mechanical gages/electronic test fixtures) shall be disposed of in accordance with the 'Statement of Work for Mechanical Gages/Electronic Test Fixtures' located in Section C.

b. The contractor shall prepare the property (except AIE) for delivery LOP C/LPK C in accordance with ASTM D 3951-98 and shall ensure that all items comply with all common carrier rules and regulations. The contractor shall deliver the property F.O.B Origin in accordance with the applicable shipping/disposition instructions received from the PCO, unless otherwise stated.

c. The property shall be delivered to the government utilizing DD Form 1149 citing the same document under which it was received. The contractor shall forward a copy of DD Form 1149 to each of the addressees listed below:

Commander  
US Army Communications-Electronics Command  
ATTN: AMSEL-LC-LEO-D-DP  
Fort Monmouth, NJ 07703-5006.

VARIABLE CLAUSE

6. Shipment and Disposition of GFP. As soon as the GFP (other than that described by paragraph 4 above) is no longer required, but not later than completion of all scheduled contract deliveries or termination of this contract, the contractor shall submit an original and three copies of DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the ACO. Once received, the contractor shall return all GFP to the government in accordance with these instructions.

a. The contractor will notify the cognizant Quality Assurance Representative to arrange for inspection of the property before it is packed for return to the government.

b. When applicable, Acceptance Inspection Equipment (AIE) (mechanical gages/electronic test fixtures) shall be disposed of in accordance with the 'Statement of Work for Mechanical Gages/Electronic Test Fixtures', located in Section C.

c. The contractor shall prepare the property (except AIE) for delivery LOP C/LPK C in accordance with ASTM D 3951-98 and shall ensure that all items comply with all common carrier rules and regulations. The contractor shall deliver the property F.O.B Origin in accordance with the applicable shipping/disposition instructions received from the PCO, marked for:

d. The property shall be delivered to the government utilizing DD Form 1149 citing the same document under which it was received. The contractor shall forward one copy of DD Form 1149 to each of the addressees listed below:

Commander

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US Army Communications-Electronics Command  
ATTN: AMSEL-LC-LEO-D-DP  
Fort Monmouth, NJ 07703-5006.

(End of clause)

H-5                    252.204-7005                    ORAL ATTESTATION OF SECURITY RESPONSIBILITIES                    NOV/2001

(a) Contractor employees cleared for access to Top Secret (TS), Special Access Program (SAP), or Sensitive Compartmented Information (SCI) shall attest orally that they will conform to the conditions and responsibilities imposed by law or regulation on those granted access. Reading aloud the first paragraph of Standard Form 312, Classified Information Nondisclosure Agreement, in the presence of a person designated by the Contractor for this purpose, and a witness, will satisfy this requirement. Contractor employees currently cleared for access to TS, SAP, or SCI may attest orally to their security responsibilities when being briefed into a new program or during their annual refresher briefing. There is no requirement to retain a separate record of the oral attestation.

(b) If an employee refuses to attest orally to security responsibilities, the Contractor shall deny the employee access to classified information and shall submit a report to the Contractor's security activity.

(End of clause)

H-6                    52.7301                    ORDERING AUTHORITY                    APR/2000  
CECOM reserves the right to issue Delivery Orders on behalf of any DOD component.  
Ordering Officers are authorized to issue Delivery Orders under this contract.

H-7                    52.7302                    ORDERING OFFICER AUTHORITY                    SEP/2003  
The authority of the Ordering Officers shall be to place Delivery Orders within the quantity and at the prices established for that quantity set forth at each Sub Line Item Number (SLIN) in the contract. Ordering Officers are not authorized to negotiate or change any terms or conditions of the contract. As such, Ordering Officers cannot make any changes to the specifications, statements of work, unit price(s), quality, quantity, delivery schedules or, alter the terms and conditions of any contracr against which they place Delivery Orders. Ordering Officers may not perform any post award functions beyond Delivery Order obligation and distribution. Reference Army Federal Acquisition Regulation Supplement  
(AFARS) 5101.602-2-90.

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SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	CONVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) AND ALTERNATE I (OCT 1995)	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-20	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-21	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-03	CONVICT LABOR	JUN/2003
I-24	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	JUL/1995
I-25	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-26	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-27	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-29	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
I-30	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-31	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	JAN/2004
I-32	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-33	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-34	52.227-09	REFUND OF ROYALTIES	APR/1984
I-35	52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	APR/1984
I-36	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR/2003
I-37	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-38	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-39	52.232-01	PAYMENTS	APR/1984
I-40	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-41	52.232-11	EXTRAS	APR/1984
I-42	52.232-17	INTEREST	JUN/1996
I-43	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
I-44	52.232-25	PROMPT PAYMENT	OCT/2003
I-45	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-46	52.233-1	DISPUTES	JUL/2002
I-47	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-48	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-49	52.242-13	BANKRUPTCY	JUL/1995
I-50	52.243-01	CHANGES - FIXED PRICE	AUG/1987
I-51	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-52	52.245-01	PROPERTY RECORDS	APR/1984
I-53	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-54	52.248-1	VALUE ENGINEERING	FEB/2000
I-55	52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996

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I-56	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-57	52.251-01	GOVERNMENT SUPPLY SOURCES	APR/1984
I-58	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-59	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-60	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-61	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-62	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	APR/1996
I-63	252.225-7001	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM	APR/2003
I-64	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-65	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-66	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	OCT/2002
I-67	252.225-7009	***REMOVED per DCN 20030331***USE IA0197** DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-68	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-69	252.225-7013	DUTY-FREE ENTRY	APR/2003
I-70	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-71	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-72	252.242-7000	POST AWARD CONFERENCE	DEC/1991
I-73	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-74	252.243-7002	CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-75	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-76	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-77	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-78	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
I-79	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	OCT/2002
I-80	52.204-7	CENTRAL CONTRACTOR REGISTRATION ALTERNATE 1	NOV/2003
IF6852	52.204-7	Central Contractor Registration Alternate 1.	

As prescribed in 4.1104, use the following clause:

Central Contractor Registration (Oct 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record ``Active''.

(b)(1) The Contractor shall be registered in the CCR database by ----- [Contracting Officer shall insert a date no later than December 31, 2003]. The Contractor shall maintain registration during performance and through final payment of this contract.

(2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/Modification of Contract, the annotation ``DUNS'' or ``DUNS +4'' followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.

**Name of Offeror or Contractor:**

(vii) Number of employees at your location.

(viii) Chief executive officer/Key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I-81                      52.216-18                      ORDERING

OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract through 60 months after the date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered 'issued' when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I-82                      52.216-19                      ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 5, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 200;

(2) Any order for a combination of items in excess of 450 or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

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(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I-83                      52.216-22                      INDEFINITE QUANTITY                      OCT/1995  
(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the 'maximum.' The Government shall order at least the quantity of supplies or services designated in the Schedule as the 'minimum.'

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after TBD.

(End of clause)

I-84                      52.222-35                      AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VIETNAM ERA VETERANS                      DEC/2001  
(DEC 01) AND ALTERNATE I (DEC 01)

Notice: The following term(s) of this clause are waived for this contract: n/a.

(a) Definitions. As used in this clause --

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top Management" means any employee-

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a

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campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means-

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who -

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed---

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as --

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;



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(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheel chair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam Era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor

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issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of Clause)

I-85      52.222-26      EQUAL OPPORTUNITY (APR 2002) AND ALTERNATE I (FEB 1999)      APR/2002  
 Notice: The following terms of this clause are waived for this contract: \_\_\_\_\_ [Contracting Officer shall list terms.

- (a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to --
- (i) Employment;
  - (ii) Upgrading;
  - (iii) Demotion;
  - (iv) Transfer;
  - (v) Recruitment or recruitment advertising;
  - (vi) Layoff or termination;
  - (vii) Rates of pay or other forms of compensation; and
  - (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every

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subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of Clause)

I-86                    52.223-11                    OZONE-DEPLETING SUBSTANCES                    MAY/2001

(a) Definitions. 'Ozone-depleting substance,' as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b),(c), and (d) and 40 CFR Part 82, Subpart E, as follows:

'WARNING: Contains (or manufactured with, if applicable) 1 a substance(s)\* which harm(s) public health and environment by destroying ozone in the upper atmosphere.'

\*The Contractor shall insert the name of the substance(s).

(End of clause)

I-87                    52.227-03                    PATENT INDEMNITY (ALTERNATE II)                    APR/1984

The following paragraph (c) is added to the clause at FAR 52.227-03 (APR 84), which is incorporated by reference:

(c) This patent indemnification shall cover the following items:

This patent indemnification shall be applicable to any patent claims or suits against the Government arising out of any activity occurring pursuant to this contract regarding the making, use, or sale of any items, or materials; or the practicing of any processes; which, in either case, have been sold or offered for sale by the contractor or its subcontractors hereunder to the public, in the commercial open market, and to such items, materials, or processes with relatively minor modifications thereto.

I-88                    52.234-1                    INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III                    DEC/1994

(a) Definitions.

"Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).

"Title III project contractor" means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and

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qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

I-89      52.243-07      NOTIFICATION OF CHANGES      APR/1984

(a) Definitions. 'Contracting Officer,' as used in this clause, does not include any representative of the Contracting Officer. 'Specifically authorized representative (SAR),' as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within \_\_\_\_ calendar days (to be negotiated) from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within \_\_\_\_ calendar days (to be negotiated) of receipt of notice, respond to the notice in writing. In responding, The Contracting Officer shall either-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary, direct the mode of further performance; or

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(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustment. (1) If the Contracting Officer confirms that Government conduct affected a change as alleged by the Contractor, and the conduct causes an increase ordecrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such a defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases 'contract price' and 'cost' wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

I-90                    52.245-2 ALT I    GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) (JUN 2003) AND ALTERNATE                    JUN/2003  
                               (DEV)                    I (APR 1984) (DEVIATION DAR TRACKING No. 99-00008 (JUL 99)  
 (a) Government-furnished property.

- (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").
- (2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.
- (3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.
- (4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

- (1) The Contracting Officer may, by written notice,
  - (i) decrease the Government-furnished property provided or to be provided under this contract, or
  - (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract.

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The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph(h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any --

(i) Decrease or substitution in this property pursuant to subparagraph(b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph(collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract --

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon --

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

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(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The term "Contractor's managerial personnel," as used in this paragraph (g), means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract (or, if an educational or nonprofit organization, for expenses incidental to such loss, destruction, or damage), except as provided in subparagraphs (3) and (4) below.

(3) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(4)(i) If the Contractor fails to act as provided in subdivision (g)(3)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish

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by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(5) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

Para (6) for DoD:

(6) [The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, [with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. T]he Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(7) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(7) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.

(8) The Contractor represents that it is not including in the price and agrees it will not hereafter include in any price to the Government any charge or reserve for insurance (including any self-insurance fund or reserve) covering loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(9) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to or equitably reimburse the Government, as directed by the Contracting Officer.

(10) The Contractor shall do nothing to prejudice the Government's rights to recover against



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third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for --

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government --

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQ LIST DD FORM 1423, SEQUENCE A001, CATEGORY DI-MISC-80711A	04-NOV-2003	003	
Exhibit B	CONTRACT DATA REQ LIST DD FORM 1423 SEQUENCE B001 CATEGORY DI-QCIC-81013	04-NOV-2003	002	
Exhibit C	CONTRACT DATA REQ LIST DD FORM 1423 SEQUENCE C001	04-NOV-2003	003	
Exhibit D	CONTRACT DATA REQ LIST DD FORM 1423 SEQUENCE D001 CATEGORY D1-MISC-80711A	04-NOV-2003	003	
Attachment 001	STATEMEN OF WORK & APPENDIX A	04-NOV-2003	024	
Attachment 002	DOCUMENT SUMMARY LIST	04-NOV-2003	001	
Attachment 003	LIST OF CRDLS FOR SPARES	04-NOV-2003	001	
Attachment 004	LIST OF MASTER PATTERNS	04-NOV-2003	001	
Attachment 005	CERTIFICATION OF PROC DATA FOR OZONE DEPLETING CHEMICALS	04-NOV-2003	007	
Attachment 006	LIST OF CLASSIFIED DOCUMENTS	04-NOV-2003	001	
Attachment 007	DD FORM 254 & APPENDAGE	29-JAN-2004	004	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.225-7017	***RESERVED per DCN 20030331***PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
(a) K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	APR/2002

(1) The North American Industry Classification System (NAICS) code for this acquisition is 334419  
\_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_500\_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

(i) It \_\_\_is, \_\_\_is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_is, \_\_\_is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

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(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K-4                      52.203-2                      CERTIFICATE OF INDEPENDENT PRICE DETERMINATION                      APR/1985  
(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_  
(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-5                      52.204-3                      TAXPAYER IDENTIFICATION                      OCT/1998  
(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

( ) TIN:\_\_\_\_\_.

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of a Federal Government;

( ) Other. State basis.\_\_\_\_\_

(e) Type of organization.

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt):

( ) Corporate entity (tax-exempt):

( ) Government entity (Federal, State, or local);

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other \_\_\_\_\_.

(f) Common Parent.

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

( ) Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

(End of Provision)

PROCEDURAL NOTE: The Contractor's Tax Identification Number (TIN) should also be included on the respective invoices, receiving report or any other Government documentation authorizing payment for Payment Office tracking purposes.

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

K-7      52.209-5      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,      DEC/2001

AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \* have not \*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \* are not \* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has \* has not \*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's



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responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K-8                      52.215-6                      PLACE OF PERFORMANCE                      OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or respondent
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(End of provision)

K-9                      52.222-22                      PREVIOUS CONTRACTS AND COMPLIANCE REPORTS                      FEB/1999

The offeror represents that-

(a) it ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, -filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-10                      52.223-13                      CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING                      AUG/2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with

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EPA);

(iv) The facility does not fall within Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

(End of provision)

K-11                    52.227-06                    ROYALTY INFORMATION                    APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

"(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K-12                    252.217-7026                    IDENTIFICATION OF SOURCES OF SUPPLY                    NOV/1995

(a) The government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

"(b) The apparently successful offeror agrees to complete and submit the following table before award:

TABLE						
National Stock		Commercial Item	Source of Supply			
<u>Line Items</u>	<u>Number</u>	<u>(Y or N)</u>	<u>Company</u>	<u>Address</u>	<u>Part No.</u>	<u>Actual Mfg</u>
(1)	(2)	(3)	(4)	(4)	(5)	(6)
_____	_____	_____	_____	_____	_____	_____

Name of Offeror or Contractor:

- "(1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list 'none'.
- (3) Use 'Y' if the item is a commercial item; otherwise use 'N.' If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer, 'N' if it is not; and 'U' if unknown.

K-13                    252.225-7000                    BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE                    APR/2003

(a) Definitions.

'Domestic end product', 'foreign end product', 'qualifying country', and 'qualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

- (b) Evaluation.
- The Government-
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

- (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--
- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____

- (3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____.

(End of provision)

K-14                    252.247-7022                    REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA                    AUG/1992

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of

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this solicitation.

(b) Representation.  
The offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-05	SOLICITATION DEFINITIONS	JUL/1987
L-2	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-3	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-4	52.216-01	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a Firm Fixed Price Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

L-5	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Joseph W. Lagrotteria USACECOM AMSEL-AC-CA-RT-O, Bldg 1208, Ft. Monmouth, N. J. 07703.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L-6	52.252-01	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB/1998
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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

(End of Provision)

L-7	52.XXXX	AMC-LEVEL PROTEST PROGRAM	SEP/1998
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If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ, Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile Number: (703) 617-4999/5680  
Voice Number: (703) 617-8176

The AMC-level protest procedures are accessible via the Internet; see the HQ, AMC home page under 'Office of Command Counsel(CC).

The CC website address is:

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[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available, contact the contracting officer or HQ, AMC, to obtain the AMC-Level Protest Procedures.

(End of Clause)

L-8

52.7395

COST OF MONEY FOR FACILITIES CAPITAL

SEP/1997

Defense contractors will calculate the cost of money for facilities capital employed in accordance with FAR Part 31. This is an overhead cost that is separately identified for pricing purposes. The contractor will include information regarding existing facilities and new facility investments for evaluation (see FAR 31.205-10(a)(1)). In addition, contractors shall prepare and submit to the Administrative Contracting Officer, Form CASB-CMF (Facilities Capital Cost of Money Factors Computation).

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SECTION M - EVALUATION FACTORS FOR AWARD

Regulatory Cite	Title	Date
M-1 52.6110	FAILURE TO COMPLY WITH F. O. B. TERMS	APR/1991
F.O.B. terms and shipping instructions are set forth in Section B under each item, and/or in Section F. For purposes of evaluation, bidders/offerors are cautioned that any bid/offer submitted on a basis other than F.O.B. Destination for Items(s) will be rejected as nonresponsive or may be considered unacceptable.		
M-2 52.7300	TREATMENT OF DUTIES IN THE EVALUATION OF BIDS/OFFERS	APR/1992
a. Duty will be <u>excluded</u> from the evaluation of a foreign source bid/offer if the foreign source is an FMS/Offset Arrangement country, DFARS 225.7307 or a NATO cooperative project participant, DFARS 225.871.		
1. An 'FMS/Offset country' is a foreign country which has an offset arrangement negotiated in conjunction with a Foreign Military Sale and which arrangement provides for obtaining a waiver of the Buy American Act restrictions on a case-by-case basis.		
2. Cooperative project authority allows departments or agencies, that have authority to do so, to enter into a cooperative project agreement with NATO or with one or more member countries of that organization under DoDD 5530.3, International Agreements.		
b. However, in the case of designated country end products under DFARS 225.4 (unless the designated country is also a NATO cooperative project participant or an FMS/Offset Arrangement country), it can be concluded the duty is to be <u>included</u> in the price for evaluation, since there is no specific coverage of duty. Designated countries are the countries designated in the Trade Agreement Act of 1979. The list of designated countries appears at FAR 25.003.		